

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Frank Apicella, Information Systems Director/797-1063

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR, TO EXECUTE A CONTRACT WITH H.T.E., INC. FOR THE PURCHASE OF THE PLANNING AND ZONING SOFTWARE MODULE.

REPORT IN BRIEF: This software will accommodate the tracking of hours and dollars for projects for the Cost Recovery Program. It also will alert the Building Department of pending applications by the Planning and Zoning Department. Additionally, it interfaces with all the other H.T.E. land applications such as Building Permits, Occupational Licenses, and Code Enforcement, as well as OEM GIS applications.

PREVIOUS ACTIONS: Resolution # 90-347.

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? Yes.

If yes, expected cost: \$ 38,700

Account Name: Information Systems Capitol Outlay

If no, amount needed: \$

What account will funds be appropriated from: 052-0259-593-6400

Additional Comments:

RECOMMENDATION(S): Motion to approve this resolution

Attachment(s):

Resolution

Contract Addendum

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR, TO EXECUTE A CONTRACT WITH H.T.E., INC. FOR THE PURCHASE OF THE PLANNING AND ZONING SOFTWARE MODULE.

WHEREAS, the Town's Planning and Zoning Department is implementing a Cost Recovery Program and this software will track individual projects hours and dollars; and

WHEREAS, the Town's Planning and Zoning Department is in need of a mechanism to interface with existing HTE modules such as Building Permits, Occupational Licenses, Code Enforcement, Land data and GIS applications; and

WHEREAS, the Town of Davie has previously purchased software from HTE by means of resolution # 90-347; and

WHEREAS after evaluation by the Development Services Planning and Zoning Department, it has been determined that this solution best suits the Planning and Zoning Departments needs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute a contract with H.T.E., Inc. (Attachment "A"), for installation, implementation and training of the Planning and Zoning software.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____,
2002

**TOWN OF DAVIE
PROCUREMENT AUTHORIZATION**

<u>ACCOUNT NUMBER.</u> 052-0259-593-6400	<u>BUDGET ITEM & DESCRIPTION</u> Information Systems Capitaol Outlay	<u>APPROXIMATE COST</u> \$38,700.00
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METHOD OF PROCUREMENT (check the one that applies)

- ☐ Open Competitive Bidding
- ☒ Piggyback on Contract Number Agreement with H.T.E and The Town of Davie dated 12/26/90
Resolution # R-90-347
- ☐ Sole Source

CHECKLIST, SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed [Signature]
Department Head

Have Funds been Reserved P.W. 28352
Date 12/13/02 Signed [Signature]

Signed [Signature]
Town Administrator

<u>VENDOR</u>	<u>BIDS SUBMITTED</u>	<u>COST</u>
<u>HTE</u>		<u>\$38,700.00</u>

Signed [Signature]
Purchasing Specialist

TOWN ADMINISTRATOR'S RECOMMENDATION

<u>Vendor</u>	<u>Cost</u>
<u>HTE</u>	<u>\$38,700.00</u>

Signed [Signature]
Town Administrator



Helping Government Work Better.™

**SUPPLEMENT TO AGREEMENT FOR H.T.E., INC. LICENSED PROGRAMS
BY AND BETWEEN H.T.E., INC. AND TOWN OF DAVIE, FL
SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CONTRACT NO. DAVE-20021075**

This Supplement is to the Agreement for H.T.E., Inc. Licensed Programs (Agreement) dated December 26, 1990, between **H.T.E., Inc. (HTE)** and **Town of Davie, FL (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Designated Machine

Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from HTE, may be subject to an upgrade charge.

Type: _____ Model: _____ Serial Number: _____
Operating System: _____ Tape Drive: _____

HTE Licensed Programs	License Fees	No. Days of Training	Training Fees	Annual Support
Planning & Zoning - PZ	\$ 27,500.00	5	\$ 5,000.00	\$ 4,950.00
HTE Licensed Program Subtotals	\$ 27,500.00	5	\$ 5,000.00	\$ 4,950.00
Less Discount	(2,750.00)			
HTE Licensed Program Totals	\$ 24,750.00	5	\$ 5,000.00	\$ 4,950.00

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Incurred/Delivered	Due As Otherwise Noted
HTE License Fees	\$ 24,750.00	\$ 24,750.00		
HTE Training Fees	5,000.00		\$ 5,000.00	
HTE Project Management Fees	4,000.00	1,360.00		\$ 2,640.00
HTE Annual Support Fees	4,950.00			4,950.00
Grand Total	\$ 38,700.00	\$ 26,110.00	\$ 5,000.00	\$ 7,590.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

***Payments:**

THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

HTE License Fees:	Upon execution of this Supplement.
HTE Training Fees:	On invoice, as incurred.
Project Management Fees:	34% due upon execution of this Supplement; 33% due upon completion of the first training session but not later than ninety (90) days following execution of this Supplement; and 33% due upon final go-live but not later than 270 days following execution of this Supplement. The term "Go-Live" is referred to as Customer's use of the Licensed Programs with real data in a production (and not testing) mode.
Application Support Fees:	Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
Travel and Living Expenses:	Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the HTE Corporate Travel and Expense Reimbursement Policy.

Licensed Program Testing

The License Program Testing and Acceptance as defined in Section VII of the Agreement shall be for a period of thirty (30) days.

Warranty

The Warranty as defined in Section XII of the Agreement shall be for a period of ninety (90) days.

HTE Support Services

The initial term of HTE application support services shall commence one hundred twenty (120) days after delivery of the Licensed Program(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request.

Application Training

Listed above are the number of days of training for the Licensed Programs listed. Additional application training, if requested by the Customer, can be provided upon request at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

Project Management

Project Management fees will be invoiced in the amounts and under the terms stated above. A mutually agreeable work plan will be created by the HTE Project Manager and the Customer. Additional Project Management, if requested by Customer, will be invoiced at the then current HTE rate. Any fee quoted does not include travel and living expenses.

Scheduled Resource Changes

Customer acknowledges that HTE makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of HTE's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer: Cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse HTE for any non-refundable expenses incurred by HTE for travel expenses. Notwithstanding the above, HTE will endeavor to reschedule HTE personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent HTE is successful in such rescheduling, Customer's payment obligations shall be reduced.

Publication

HTE reserves the right to publish certain information regarding this Supplement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Supplement and listing Customer's name on HTE's complete customer listing that is made available to other HTE customers and potential customers.

Source Code

Unless otherwise provided herein, the Licensed Programs are provided in and may be used in machine-readable object code form only. HTE offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Programs from escrow upon the occurrence of certain release events, such as HTE's failure to provide required maintenance services as agreed.

Preprinted Terms and Conditions

Preprinted conditions and all other terms not included in this Supplement or in the Agreement on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by HTE in writing to the Customer.

Non-Hiring Statement

During the term of this Supplement and for a period of twenty-four (24) months after the termination of this Supplement, the Customer may not offer to hire or in any way employ or compensate any of the employees of HTE or persons who have been employed by HTE within the immediate past twenty-four (24) months without prior consent of HTE.

Dispute Resolution

Prior to either party commencing any legal action under this Supplement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to

submit to the personal jurisdiction and venue of the state and/or federal courts in or for Seminole County, Florida for resolution of all disputes in connection with this Supplement.

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by November 30, 2002.

Customer warrants that the amounts to be paid hereunder will be paid out of appropriated funds and are not part of a financing arrangement with any third party.

TOWN OF DAVIE, FL

H.T.E., INC.

Authorized Signature

Authorized Signature

Print Name & Title

Ronald E. Goodrow, Executive Vice President

Print Name & Title

Date

11/5/02

Date